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By: **Delegates Bobo, Bronrott, Burns, Cane, V. Clagett, Franchot, Holmes,  
McConkey, Montgomery, Murray, Oaks, Parker, Ramirez, Ross, Taylor,  
and Vaughn**

Introduced and read first time: February 11, 2005  
Assigned to: Environmental Matters

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Committee Report: Favorable with amendments  
House action: Adopted  
Read second time: April 5, 2005

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CHAPTER \_\_\_\_\_

1 AN ACT concerning

2 **Landlord and Tenant - Termination of Lease - Limitation of Liability for**  
3 **Rent**

4 FOR the purpose of limiting the liability of a tenant for rent under a residential lease  
5 to a certain amount if the tenant vacates the leased premises under certain  
6 circumstances; requiring a tenant to provide a landlord a certain written  
7 certification from a physician and a certain written notice of termination to  
8 qualify for a certain limitation of liability for rent under certain circumstances;  
9 providing that this Act does not apply to a tenant under a residential lease that  
10 contains a liquidated damages clause or early termination clause under certain  
11 circumstances; providing that this Act may not be construed to affect a certain  
12 duty of a landlord, a certain obligation of a tenant, or certain rights or  
13 obligations of a landlord or tenant under a certain federal law; and generally  
14 relating to limiting the liability for rent of a tenant who terminates a lease.

15 BY adding to  
16 Article - Real Property  
17 Section 8-212.2  
18 Annotated Code of Maryland  
19 (2003 Replacement Volume and 2004 Supplement)

20 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF  
21 MARYLAND, That the Laws of Maryland read as follows:

1

## Article - Real Property

2 8-212.2.

3 (A) THIS SECTION DOES NOT APPLY TO A TENANT UNDER A RESIDENTIAL  
4 LEASE THAT CONTAINS A LIQUIDATED DAMAGES CLAUSE OR EARLY TERMINATION  
5 CLAUSE THAT:

6 (1) REQUIRES WRITTEN NOTICE TO VACATE OF ONE MONTH OR LESS;  
7 AND

8 (2) IMPOSES LIABILITY FOR RENT LESS THAN OR EQUAL TO 2 MONTHS'  
9 RENT AFTER THE DATE ON WHICH THE TENANT VACATES THE LEASED PREMISES.

10 (B) SUBJECT TO SUBSECTION (A) OF THIS SECTION AND NOTWITHSTANDING  
11 ANY OTHER PROVISION OF THIS TITLE, IF A TENANT UNDER A RESIDENTIAL LEASE  
12 MEETS THE CONDITIONS SET FORTH IN SUBSECTION ~~(B)~~ (C) OF THIS SECTION, THE  
13 TENANT'S LIABILITY FOR RENT UNDER THE LEASE MAY NOT EXCEED ~~60 DAYS' 2~~  
14 MONTHS' RENT AFTER THE DATE ON WHICH THE TENANT VACATES THE LEASED  
15 PREMISES.

16 ~~(B)~~ (C) TO QUALIFY FOR THE LIMITATION OF LIABILITY UNDER SUBSECTION  
17 ~~(A)~~ (B) OF THIS SECTION, THE TENANT SHALL PROVIDE TO THE LANDLORD BEFORE  
18 THE TENANT VACATES THE LEASED PREMISES:

19 (1) SUBJECT TO THE PROVISIONS OF SUBSECTION ~~(C)~~ (D) OF THIS  
20 SECTION, A WRITTEN CERTIFICATION FROM A PHYSICIAN REGARDING AN  
21 INDIVIDUAL WHO IS A NAMED PARTY IN, OR AN AUTHORIZED OCCUPANT UNDER THE  
22 TERMS OF, THE LEASE THAT STATES IN SUBSTANTIALLY THE FOLLOWING FORM:

23 "I, (NAME OF PHYSICIAN), HEREBY CERTIFY THAT MY PATIENT, (NAME OF  
24 PATIENT), IS NO LONGER ABLE TO LIVE AT HIS OR HER LEASED PREMISES, (ADDRESS  
25 OF LEASED PREMISES), BECAUSE THE PATIENT HAS A MEDICAL CONDITION THAT:

26 (1) SUBSTANTIALLY RESTRICTS THE PHYSICAL MOBILITY OF THE  
27 PATIENT WITHIN, OR FROM ENTERING AND EXITING, THE LEASED PREMISES, ~~AND~~  
28 ~~THE PATIENT REPORTS THAT THE PATIENT IS NOT ABLE TO REASONABLY MAKE~~  
29 ~~MODIFICATIONS TO REMOVE THE RESTRICTIONS; OR~~

30 (2) REQUIRES THE PATIENT TO MOVE TO A HOME, FACILITY, OR  
31 INSTITUTION TO OBTAIN A HIGHER LEVEL OF CARE THAN CAN BE PROVIDED AT THE  
32 LEASED PREMISES.

33 I CERTIFY FURTHER THAT THE EXPECTED DURATION OF THE PATIENT'S  
34 MEDICAL CONDITION WILL CONTINUE BEYOND THE TERMINATION DATE OF THE  
35 PATIENT'S LEASE, WHICH THE PATIENT STATES IS (TERMINATION DATE OF LEASE).";  
36 AND

37 (2) A WRITTEN NOTICE OF THE TERMINATION OF THE LEASE STATING  
38 THE DATE BY WHEN THE TENANT WILL VACATE THE LEASED PREMISES.

1     ~~(C)~~     (D)     A CERTIFICATION THAT IS PROVIDED TO A LANDLORD UNDER  
2 SUBSECTION ~~(B)~~ (C)(1) OF THIS SECTION SHALL BE:

3             (1)     WRITTEN BY A PHYSICIAN WHO IS LICENSED BY THE STATE BOARD  
4 OF PHYSICIAN QUALITY ASSURANCE TO PRACTICE MEDICINE IN THE STATE UNDER  
5 TITLE 14 OF THE HEALTH OCCUPATIONS ARTICLE;

6             (2)     PREPARED ON THE LETTERHEAD OR PRINTED PRESCRIPTION FORM  
7 OF THE PHYSICIAN; AND

8             (3)     SIGNED BY THE PHYSICIAN.

9     SECTION 2. AND BE IT FURTHER ENACTED, That this Act may not be  
10 construed to affect a landlord's duty to mitigate damages, an obligation of the tenant  
11 under the lease to pay for the cost of repairing damage to the leased premises caused  
12 by an act or omission of the tenant, or the rights or obligations of a landlord or a  
13 tenant under the federal Fair Housing Act.

14     SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take  
15 effect October 1, 2005.